



# MONTANA DEPARTMENT OF TRANSPORTATION INVITATION FOR BID (IFB) (THIS IS NOT AN ORDER)

**IFB Number:**  
**#HWY-309398-RP**

**IFB Title:**  
**AGGREGATE MATERIAL WACO INTERCHANGE STOCKPILE, BILLINGS  
DIVISION**

**IFB Due Date and Time:**  
**DECEMBER 15, 2009**  
**3:00 pm, Local Time**

**Number of Pages: 15**

## ISSUING AGENCY INFORMATION

**Procurement Officer:**  
**RICHELE PARKHURST**

**Issue Date:**  
**NOVEMBER 24, 2009**

**MONTANA DEPARTMENT OF TRANSPORTATION  
PURCHASING SERVICES SECTION  
424 MOREY STREET  
PO BOX 20437  
BILLINGS MT 59104-0437**

**Phone: (406) 657-0274**  
**Fax: (406) 256-6487**  
**TTY Users, (406) 444-7696**

**Website: <http://gsd.mt.gov/>**

## INSTRUCTIONS TO BIDDERS

**COMPLETE THE INFORMATION BELOW AND  
RETURN THIS PAGE WITH YOUR SEALED BID  
AND ANY REQUIRED DOCUMENTS TO:**

**#HWY-309398-RP  
PURCHASING SERVICES SECTION  
424 MOREY STREET  
PO BOX 20437  
BILLINGS MT 59104-0437**

**Mark Face of Envelope/Package:**

**IFB Number: #HWY-309398-RP**  
**IFB Due Date: DECEMBER 15, 2009**

**SEALED BIDS** will be received and publicly opened  
in the Billings office at 3:00 pm

## BIDDERS MUST COMPLETE THE FOLLOWING

**Federal Tax ID Number:**

**Delivery Date:**

**Bidder Name/Address:**

**Authorized Bidder Signatory:**

(Please print name and sign in ink)

**Bidder Phone Number:**

**Bidder FAX Number:**

**Bidder E-mail Address:**

**IMPORTANT: SEE STANDARD TERMS AND CONDITIONS**

## HIGHWAY CIVIL RIGHTS

The Contractor must, in performance of work on this contract, fully comply with all applicable federal, state or local laws, rules and regulations. The Contractor must comply with the provisions of all appropriate federal laws, including Title VI of the Civil Rights Act of 1964. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provisions of the appropriate federal laws, including Title VI of the Federal Civil Rights Act of 1964. In accordance with 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform work on this contract will be made on the basis of merit and qualifications and that there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disabilities or national origin by the persons performing the contract.

BILL TO: DEPT OF TRANSPORTATION  
PO BOX 20437  
BILLINGS MT 59104-0437

PROJECT SITE: DEPT OF TRANSPORTATION  
WACO INTERCHANGE  
I-94, MILEPOST 36.0

Questions may be directed to Randy Roth at (406) 657-0217 in Billings. However, any changes to the requirements of the Invitation for Bid (IFB) can only be made by the Montana Department of Transportation (Department) in writing, and claimed oral modifications are not valid or binding.

### **1.0. STANDARD TERMS AND CONDITIONS**

By submitting a response to this invitation for bid, request for proposal, or acceptance of a contract, the Contractor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

#### **1.1. ACCEPTANCE/REJECTION OF BIDS OR PROPOSALS**

The Department reserves the right to accept or reject any or all bids or proposals, wholly or in part, and to make awards in any manner deemed in the best interest of the Department. Bids, proposals will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal.

#### **1.2. ACCESS AND RETENTION OF RECORDS**

The Contractor agrees to provide the Department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation or exception relating to the contract taken by the State of Montana or third party.

#### **1.3. ALTERATION OF SOLICITATION DOCUMENT**

In the event of inconsistencies or contradictions between language contained in the Department's solicitation document and a Contractor's response, the language contained in the Department's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the Contractor's disqualification and possible debarment.

#### **1.4. ANTITRUST ASSIGNMENT CLAUSE**

All vendors, Contractors and subcontractors hereby assign to the State of Montana any and all claims or causes of action for any antitrust law violations or damages arising therefrom as to goods, materials and services purchased under the terms of this agreement and any change order that may result from this agreement. This assignment is made on behalf of the vendor, Contractor and all subcontractors, which may be hired or contracted with to furnish goods, materials or services.

### **1.5. ASSIGNMENT, TRANSFER AND SUBCONTRACTING**

The Contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the Department. (Mont. Code Ann. § 18-4-141.)

### **1.6. AUTHORITY**

The following bid, request for proposal, limited solicitation, or contract is issued in accordance with Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

### **1.7. BILLING**

The State of Montana cannot pay for materials or services in advance. All billing against this purchase order must be made only after completion of receipt of merchandise or services rendered.

### **1.8. COLLUSION PROHIBITED**

Prices quoted shall be established without collusion with other Contractors and without attempt to preclude the Department from obtaining the lowest possible competitive price.

### **1.9. COMPLIANCE WITH LAWS**

The Contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

### **1.10. CONFORMANCE WITH CONTRACT**

No alteration of the terms, conditions, delivery, price, quality, quantities or specifications of the contract shall be granted without prior written consent of the Department of Transportation Purchasing Bureau. Supplies delivered which do not conform to the contract terms, conditions and specifications may be rejected and returned at the Contractor's expense.

### **1.11. DEBARMENT**

The Contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State.

### **1.12. DISABILITY ACCOMMODATIONS**

The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services or activities. Individuals, who need aids, alternative document formats or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

### **1.13. EXCEPTIONS**

A prospective Contractor may take "exception" to bid terms, conditions, specifications and dates stated within the bid package. However, the Department reserves the right to disqualify any and all bids submitted which include exceptions, if deemed not in the Department's best interest.

### **1.14. FACSIMILE RESPONSES**

Facsimile bids sent directly to the Department of Transportation will not be accepted; however, facsimile bids sent to a 3rd party and then delivered to the Department in a properly addressed, sealed envelope will be accepted.

### **1.15. FAILURE TO HONOR BID/PROPOSAL**

If a bidder/Contractor to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the Department may, in its discretion, suspend the bidder/Contractor for a period of time from entering into any contracts with the State of Montana.

### **1.16. FORCE MAJEURE**

Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

### **1.17. HOLD HARMLESS/INDEMNIFICATION**

In regard to all duties relating to safety, regardless of whether any such duties are, or are alleged to be, "nondelegable" (e.g., the Montana Scaffolding Act, Montana Safe Place to Work Statute, etc.), as well as matters involving patent, trademark and copyright infringements, Contractor agrees that it will defend, protect, indemnify and save harmless the State of Montana and Department against and from all claims, liabilities, demands, causes of action, judgments (including costs and reasonable attorneys fees), and losses to them from any cause whatever (including any patent, trademark and copyright infringement) arising from the project. This indemnification expressly includes any claim or liability arising from a violation of law, ordinance or regulation. Contractor assumes all responsibility for ensuring and enforcing safe working conditions and compliance with all safety-related rules and regulations for the benefit of its own employees, the employees of its subcontractors, and the public. This indemnification is expressly intended by the parties to include claims, liabilities, demands, causes of action, judgments (including costs and reasonable attorneys fees), and losses that are, or are alleged or held to be, based upon a breach by the State or Department of a nondelegable duty relating to workplace safety for the Contractor's employees, the employees of any subcontractor's employees, or the public.

This indemnification does not extend to CERCLA and CECRA claims, which are addressed in section 107.26 of the specifications. Contractor will be responsible for any and all damages to property or persons that occur before final acceptance of the project. Contractor will obtain and maintain insurance necessary to comply with the specifications.

The Contractor shall indemnify, protect and defend the owner (State and Department) from any damage, loss or claim of damage arising from, due to or allegedly due to an action or omission of the Contractor or any of its employees, and further to protect, hold harmless and indemnify the Department and State from any damages, loss, or claims due to or allegedly due to an act or omission of any subcontractor on the project.

Other than the above indemnifications, each party shall be liable for its own negligence.

#### **1.18. LATE BIDS AND PROPOSALS**

Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the Contractor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the Contractor at the expense of the Contractor or destroyed if requested.

#### **1.19. PAYMENT TERM**

All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the Department is allowed 30 days to pay such invoices. All Contractors may be required to provide banking information at the time of contract execution in order to facilitate state electronic funds transfer payments.

#### **1.20. PREPARATION OF BIDS**

Bids must be written in ink and/or typewritten on bid forms furnished herewith. Erasures and alterations must be initialed by the Contractor in ink. Verbal bids will not be accepted. Facsimile bids sent directly to the Department will not be accepted; however, facsimile bids sent to a third party and then delivered to the Department in a properly addressed, sealed envelope will be accepted. Bid quotations shall be considered firm for 30 days after the date of opening unless otherwise stated in writing within the bid package.

#### **1.21. RECIPROCAL PREFERENCE**

The State of Montana applies a reciprocal preference against a Contractor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/procurement/preferences.asp>.

#### **1.22. REFERENCE TO CONTRACT**

The contract or purchase order number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

#### **1.23. REGISTRATION WITH THE SECRETARY OF STATE**

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://www.sos.state.mt.us>

#### **1.24. REJECTION OF BIDS**

The Department reserves the right to reject any and all bids (wholly or in part) which fail to meet the terms, conditions and specifications of the bid package; or, are determined to be not in the Department's best interests; or, for which funding is not available. The Department reserves the right to reject bid proposals, waive technicalities, or advertise for new proposals. Bids will be firm for 30 days, unless stated otherwise in the text of this invitation for bid.

A written or verbal explanation regarding rejected bids may be obtained by contacting the Purchasing Services Section (406) 657-0274 in Billings.

#### **1.25. SEPARABILITY CLAUSE**

A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

#### **1.26. SHIPPING**

Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

#### **1.27. SOLICITATION DOCUMENT EXAMINATION**

Contractors shall promptly notify the Department of any ambiguity, inconsistency or error, which they may discover upon examination of a solicitation document.

#### **1.28. TAX EXEMPTION**

The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

#### **1.29. TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED**

Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual.

#### **1.30. TERMINATION OF CONTRACT**

Unless otherwise stated, the Department may, by written notice to the Contractor, terminate the contract in whole or in part at any time the Contractor fails to perform the contract.

#### **1.31. UNAVAILABILITY OF FUNDING**

The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313 (3).)

#### **1.32. UNIT PRICE**

Unless otherwise specified, the unit price for each line items must be provided in the appropriate space within the bid document. This shall be known as the "base" bid. The unit price for multiple items must be extended to reflect the total price for the quantity of items requested. Unless otherwise specified, the unit price shall prevail.

### **1.33. U.S. FUNDS**

All prices and payments must be in U.S. dollars.

### **1.34. VENUE**

This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)

### **1.35. WARRANTIES**

The Contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

## **2.0. GENERAL REQUIREMENTS**

### **2.1. BID/PROPOSAL SECURITY – SURETY BONDS ONLY**

Each bid/proposal must be accompanied by bid proposal security based upon 10% of the total bid/offer. This security must be in the form of a surety bond licensed in Montana with a Best's rating of no less than A-. The surety bond must be supplied on the form designated by the State of Montana. The required form may be found at <http://gsd.mt.gov/procurement/forms.asp> and entitled "Bid or Proposal Bond." THE ORIGINAL FORM MUST BE PROVIDED. FACSIMILE, ELECTRONIC, OR PHOTOCOPIES ARE NOT ACCEPTABLE.

A bidder failing or refusing to enter into any awarded contract or purchase order within the required 10 working days following the Purchasing Services Section's issuance of request for documents notice shall forfeit the bid security. See Section 18-1-204(1), MCA. "Enter into any contract or purchase order" includes execution of the contract, submission of acceptable performance security, and submission of any required liability insurance coverage and workers' compensation insurance coverage or exemption.

*The bid security for the unsuccessful bids will be shredded, unless return is requested.*

### **2.2. CONTRACT PERFORMANCE SECURITY – SURETY BONDS ONLY**

The Contractor must provide contract performance security based upon 100% of the contract total. This security must be in the form of a surety bond licensed in Montana with a Best's rating of no less than A-. The surety bond must be supplied on the form designated by the State of Montana. The required form may be found at <http://gsd.mt.gov/procurement/forms.asp> and entitled "Contract Performance Bond." THE ORIGINAL FORM MUST BE PROVIDED. FACSIMILE, ELECTRONIC, OR PHOTOCOPIES ARE NOT ACCEPTABLE.

The contract performance security must be provided to the State of Montana within 10 working days from the Request for Documents Notice. This security must remain in effect for the entire term of the contract. A new surety bond must be issued to the State of Montana if this contract is renewed.

The original surety bond form must be provided to the following address: Purchasing Services Section, Attn: Richele Parkhurst, P.O. Box 20437, Billings, MT 59104-0437.

Ref:MCA Title 18, Chapter 4, Part 3; ARM, Title 2, Chapter 5, Sub-Chapter 5.

### **2.3. COMPLIANCE WITH WORKERS' COMPENSATION ACT**

The Contractor is required to supply the Purchasing Services Section with proof of compliance with the Montana Workers' Compensation Act while performing work for the State of Montana. (2005 Mont. Laws, ch. 448, § 1, Mont. Code Ann. §§ 39-71-401, and 39-71-405.) Neither the Contractor nor its employees are employees of the State. The proof of insurance/exemption must be in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and must be received by Purchasing Services Section, Attn: Richele Parkhurst, P.O. Box 20437, Billings, MT 59104-0437, within 10 working days of the Request for Documents Notice and must be kept current for the entire term of the contract.

#### **CONTRACTS WILL NOT BE ISSUED TO CONTRACTORS WHO FAIL TO PROVIDE THE REQUIRED DOCUMENTATION WITHIN THE ALLOTTED TIME FRAME.**

Coverage may be provided through a private carrier or through the State Compensation Insurance Fund (406) 444-6500. An exemption can be requested through the Department of Labor and Industry, Employment Relations Division (406) 444-1446. Corporate officers must provide documentation of their exempt status.

### **2.4. DIESEL FUEL TAX**

Pursuant to sections 15-70-310 through 15-70-336, MCA, the Contractor, any subcontractor or anyone using diesel fuel in motor vehicles, motorized equipment or the internal combustion of any and all engines, including stationary engines, is required to comply with the "special fuel use tax." A copy of a current special fuel users permit must be submitted prior to contract execution. Failure to provide this as required will result in disqualification of your bid.

This requirement applies to all diesel fuel used in connection with work performed on construction, reconstruction or other improvements on highways, streets or within public right-of-way as a result of any contract awarded by a public agency.

Questions on this provision may be addressed to:

FTMA Bureau  
Administration Bureau  
Department of Transportation  
P.O. Box 201001  
Helena, MT 59620-1001

Motor Fuels Information: (406) 444-7689

All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices.

### **2.5. PRECONSTRUCTION CONFERENCE**

A mandatory preconstruction conference will be held between the Contractor and Department personnel. It is the responsibility of the Contractor to schedule the conference with the Department. This conference will be held a minimum of 5 working days prior to the start of work, including crushing or other work during the off season, unless the Maintenance Chief gives prior written approval. Scheduling for days and hours worked will be set at that time. The Department will designate a Project Manager at this meeting. The Project Manager will be the authorized agent for the Department on this project.



The Helena Maintenance Review Section personnel will be considered as inspectors when on the job site.

## **2.6. CONFIRMATION OF AWARD/NOTICE TO PROCEED**

After award has taken place, the successful Contractor will receive a "Request for Documents Notice" letter from the Purchasing Services Section. The "Request for Documents Notice" letter is not authorization to proceed with the project.

The purpose of the letter is to notify the Contractor that he/she must secure (a) proof of workman's compensation insurance coverage or exemption, (b) contract performance security; and that these documents must be received by the Purchasing Services Section, Attn: Richele Parkhurst, 424 Morey Street in Billings before a "Notice to Proceed" with the project can be given.

Upon receipt by the Purchasing Services Section of the Contractor's proof of insurance and contract performance security, a purchase order will be officially signed. Receipt of the signed original purchase order by the Contractor shall be the Department's official "Notice to Proceed" with the project.

## **3.0. SPECIAL PROVISIONS - AGGREGATE PRODUCTION**

### **3.1. PURPOSE**

- 3.1.1. The purpose of this contract is to accommodate a variety of situations, at a number of locations, with regard to furnishing materials, equipment and labor for the production of aggregate materials.
- 3.1.2. Specific information pertaining to each stockpile location, including a brief description of the anticipated work, will be listed on a standard form. The completed forms will be attached to these provisions and thereby made a part of the contract. Bid items will be consolidated from each site into a standard format. Only those bid items with quantities listed are to be bid.

### **3.2. CONTRACT AUTHORITY**

The Purchasing Services Section Supervisor will be the contract authority and the contract will be administered by a Maintenance Chief and/or District Administrator.

### **3.3. AIR QUALITY**

The Contractor is responsible for the air quality permit and must meet the Department of Environmental Quality emission standards.

### **3.4. STOCKPILE LOCATION**

- 3.4.1. Each stockpile location will be designated either Department furnished or Contractor furnished.
- 3.4.2. If the site is Department furnished, it will be adequate for aggregate production and stockpiling and its location will be identified by route and mile post on the standard stockpile form at the back of the proposal. The stockpile site will be prepared in advance by Department forces. Should the sites not be prepared when stockpiling is to begin, the Contractor will prepare the site in accordance with Section 303. Payment for site preparation required of the Contractor will be in accordance with Subsection 109.04.
- 3.4.3. If the site is Contractor furnished, the Contractor will be responsible for locating a site, obtaining all necessary permits, easements, agreements, etc.

- 3.4.4. Regardless of who supplies the site, the Contractor is responsible for removing spilled oil, garbage and other debris, leaving each site in a neat, clean condition.

### 3.5. STANDARD SPECIFICATIONS

All references to the "Standard Specifications" shall be the Department's book entitled "Standard Specifications for Road and Bridge Construction", 2006 edition, or as amended by current supplemental specifications. Current supplemental specifications may be obtained at the following web site: [ftp://ftp.mdt.mt.gov/contract/stdspec\\_sup.pdf](ftp://ftp.mdt.mt.gov/contract/stdspec_sup.pdf)

- 3.5.1. The following Standard Specifications Sections apply in their entirety:

- a. Section 101
- b. Section 303

- 3.5.2. The following Standard Specifications Articles apply in their entirety:

- a. 102.02, 102.04, 102.05, and 102.06
- b. 105.01, 105.06, 105.07, 105.09, 105.10 and 105.11
- c. 107.01, 107.02, 107.03, 107.04, 107.05, 107.06, 107.07, 107.08, 107.09, 107.10, 107.11, 107.12, 107.14, 107.15, 107.16, 107.17, 107.18, 107.19, 107.20, 107.21 and 107.22 and 107.26
- d. 108.01, 108.03, 108.04, 108.05, 108.06, 108.09 and 108.10
- e. 109.01, 109.04 and 109.08
- f. 210.04 and 210.05
- g. 701.3

- 3.5.3. The following portions of Standard Specification Articles shall apply:

- a. 105.05 except paragraphs 1 and 2
- b. 105.12 (reference to 105.03 is to 105.03.1 only)
- c. 106.01.3 (reference to 105.03 is to 105.03.1 only)
- d. 108.08 (with reference to table 108-1 only)
- e. 109.04.2 paras (A) thru (E) and 109.04.3
- f. 301.03.1B; The first paragraph is replaced with the following: The engineer will randomly select samples from the stockpile in accordance with MT-201 for acceptance testing for all specified properties. The quantity represented by each sample will be approximately 1,000 tons for Grade B aggregate, 500 tons for cover material and 2,000 tons for sanding material.
- g. 301.03.2C and 301.03.3
- h. 401.03.1, 401.03.2, 401.03.3, 401.03.4, 401.03.5, 401.03.10, 401.03.11, 401.03.12(A) except para (1) and 401.03.14

- i. 701.02.8
- j. 701.03.1 and 701.03.2

### 3.6. CONTRACT TIME

3.6.1. Contract time will be determined as follows:

- 3.6.1.1. Designated Contract Date -- will be the actual calendar date by which all work under the contract shall be completed.
- 3.6.1.2. Designated Stockpile Date -- will be the actual calendar date assigned to each stockpile site by which the work shall be completed at each stockpile location.

3.6.2. Prior to commencement of work, the Contractor shall submit a written proposed work schedule that accommodates the contract dates to the Maintenance Chief. The Maintenance Chief may request changes to the schedule to best meet the needs of the Department as long as the changes do not impact the sequence of work or designated contract date to the point it changes the terms of the contract as bid. Once the schedule is approved by the Maintenance Chief and concurred with by the Contractor, subsequent changes to the schedule must be approved in writing by both the Maintenance Chief and the Contractor.

3.6.3. If the Contractor is unable to complete the work by the designated contract date for reasons beyond his control, such as inclement weather, he may request a change to the designated contract and/or designated stockpile date from the Maintenance Chief. Such request shall be in writing and shall state the reasons for the request.

The Maintenance Chief will review the request and will provide the Contractor with a written response indicating approval, in which case a new designated contract date and/or designated stockpile date will be provided, or disapproval with appropriate reasons. If the Contractor is dissatisfied with the Maintenance Chief's response, he may appeal the decision to the District Administrator. The District Administrator's decision is final.

3.6.4. In the event the Department increases quantities; additional days will be added to the contract by using the following formula:

$A = \frac{B}{C} \times D$  Where: A = Time Extension in days  
B = Total Dollar amount of additional work  
C = Total amount of contract as awarded  
D = The original number of days, except Saturdays & Sundays, from the earliest designated stockpile date to the designated contract date.

Contract time will not be decreased due to a decrease in quantities.

Designated stockpile dates and designated contract date will be extended as appropriate to accommodate an increase in quantities.

3.6.5. The Contractor shall not work on Saturdays, Sundays or legal holidays observed by the state unless specifically approved in writing by the Maintenance Chief.

3.6.6. The sequence of operations to meet the designated contract dates shall be at the Contractor's discretion. The Maintenance Chief will be given a minimum of 48 hours notice prior to commencement of any work.

- 3.6.7. In the event the Contractor does not complete the work by the designated contract date or within the designated working days, liquidated damages will be assessed in the form of a daily charge for each day, except Saturdays, Sundays and legal holidays that exceed the designated contract date or working days. The daily charge will be determined from the schedule in Standard Specification Article 108.08 under calendar day. This charge will be deducted from money due the Contractor.

### **3.7. EQUIPMENT**

- 3.7.1. Equipment to accomplish the work anticipated in the contract may either be Department furnished, Contractor furnished or some combination of the two.
- 3.7.2. Equipment designated as Department furnished will be of adequate types and quantities to keep pace with the Contractor's production rate, but will not be itemized in the proposal.

### **3.8. ACCEPTANCE**

- 3.8.1. If the testing inspection discloses unsatisfactory work, the Maintenance Chief will give the Contractor the necessary instructions for correction and the Contractor shall immediately comply. When the Contractor has corrected the deficiencies, another inspection will be made and, provided the work has been satisfactorily corrected, the Maintenance Chief will then accept the aggregate.
- 3.8.2. In the event of a discrepancy or grievance on the part of the Contractor or the Department, the affected party will make a written request for a hearing to the Purchasing Services Section Supervisor. This request must be made, in writing, no later than 30 days after the disagreement, questions or dispute has arisen. Upon receipt of the written request, a hearing date will be scheduled at the earliest possible convenience of all affected parties. A hearing committee will consist of the Contractor and Department representatives to include the Maintenance Division Administrator, Administration Division Administrator and the Chief Operations Officer(s). As this is not intended to be an adversarial meeting, but a problem-solving one, it is recommended that no party be represented by legal counsel at the hearing. Any resolution decided on as a result of this hearing will be binding for all parties involved. Contractor must notify the Purchasing Services Section Supervisor a minimum of 5 working days prior to the meeting if their legal counsel will be attending the meeting. If Contractor is to be represented by legal counsel and the Department's legal counsel is not available for the initially scheduled meeting, then the meeting will be rescheduled.

### **3.9. AWARD**

Award will be made to one (1) Contractor whose valid bid meets all terms, conditions, specifications and dates as stated herein.

The prospective Contractor may take "exception" to bid terms, conditions, specifications and dates listed herein; or, the prospective Contractor may submit an "alternate" proposal. However, the Department reserves the right to disqualify any and all bids submitted which include either "exceptions" or "alternates." Additionally, the Department reserves the right to reject any and all bids if deemed to be in the Department's best interest.

The Department also reserves the right, due to reduced funding, due to failure of the successful contract to secure an approved air quality permit, or due to weather/seasonal consideration, to cancel all or any single or multiple project sites as referenced herein, if deemed in the Department's best interest.

**CONTRACT INFORMATION**

PROJECT SITE: WACO INTERCHANGE  
 ROUTE: I-94  
 MILEPOST: 36.0  
 LOCATION: WACO INTERCHANGE STOCKPILE SITE

**SPECIFICATIONS FOR WORK:**

Provide all labor, materials, equipment and incidentals necessary to produce 2,000 tons of Grade 4A Chips.

\*Special provisions for materials other than those whose specifications are outlined in the "Standard Specifications for Road and Bridge Construction" 2006 edition and any supplemental, as amended.

MATERIAL TYPE: GRADE 4A

<b>SIEVE SIZE</b>	<b>PERCENT PASSING</b> (By Weight)
3/8"	100
No. 4	0 - 15
No. 8	-
No. 200	0 - 2

CONTACT PERSON: RANDY ROTH

PHONE NUMBER: (406) 657-0217

DESIGNATED CONTRACT DATE:

WORK IS REQUIRED TO BE COMPLETED ON OR BEFORE: APRIL 16, 2010

**QUANTITY SHEET**

Item & Description	Unit of Measure	Quantity	Unit Price	Total Price
Aggregate: <u>GRADE 4A CHIPS</u> Grade/Type	Per Ton	<u>2,000.0</u>	\$ _____	\$ _____
<b>GRAND TOTAL:</b>				\$ _____

*NOTE: Contractors must extend and total their bid.*



### ***PRECONSTRUCTION CONFERENCE TOPICS***

The following is list of suggested topics for the Preconstruction conference with the Contractor. The conference is a requirement part of the Aggregate Material Contract and must be held at least 5 days prior to the commencement of work:

- Designate Department and Contractor's Project Managers for the project
- Chain of command
- Ensure all the required permits have been obtained by the Contractor
- Work shifts and schedules (Holidays)
- Start date
- Contract specifications for work
- ADA requirements, if applicable
- Department hauling, if applicable
- Gradation testing of aggregate
- Aggregate stockpile concerns
- Additional work
- Dispute resolution
- Safety meeting
- Restrooms